

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**Doug Sutherland
Commissioner of Public Lands**

**PUBLIC AUCTION
WATER RIGHT FOR SALE**

SALE PAMPHLET NO. 43

The following State-owned water right is to be sold at public auction on the date, time, and place specified in the attached Property Sale Notice:

County	App. No.	Appraised Value & Minimum Acceptable Bid	Property	Auction Date
Adams	02-077905	\$250 per acre foot	Water Certificate for up to 1370 acre-feet per year	February 8, 2006

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, COMMISSIONER OF PUBLIC LANDS**

**PROPERTY SALE NOTICE
Hatton Water Certificate
Adams County**

Notice is hereby given that at the time and place listed below the following described property, owned by the State of Washington, and managed by the Department of Natural Resources (the "State") will be offered for sale at public auction to the highest bidder.

Property Description:

The property consists of Certificate of Water Right No. G3-23389C, as issued by the Department of Ecology to the Department of Natural Resources in 1984. The priority date is July 5, 1974. The certificate permits use of up to 1500 gallons per minute, 1370 acre-feet per year, from February 1 to November 30. Current point of withdrawal is in the NW1/4NW1/4SW1/4 of Section 16, Township 15 North, Range 32 East, W. M., in Adams County.

The successful bidder must file a change application with the Department of Ecology (DOE) in order to change the point of withdrawal. Review of the change application may lead to a reduction of the annual quantity usage allowed under the certificate. Closing is contingent upon approval of the application by DOE.

Sale Location and Time: Sale of the water right will be by oral bid. The public auction will be held on:

Date: February 8, 2006
Time: 10:30 a.m.
Location: Adams County Courthouse
(front steps)
210 W Broadway
Ritzville, WA 99169

Specific terms and conditions of sale

1. The minimum acceptable bid is \$250.00 per acre foot. Purchaser is obligated to purchase all acre feet approved for transfer.
2. Terms are cash with a deposit of \$20,000 due on the day of sale.
3. By 10:30 a.m. each prospective bidder shall submit \$20,000 in cash or by certified check, cashier's check, postal money order or furnish a bid bond guarantee which Purchaser shall pay the cash equivalent of the bid guarantee amount to the State within seven (7) days of the auction date payable to the Department of Natural Resources. Bid deposits shall be submitted at the place of auction prior to the start of auction. Deposits will be returned to the unsuccessful bidders at the conclusion of the auction.
4. At the close of bidding, the successful bidder (the Purchaser) is required to execute a Memorandum of Auction. A copy of the Memorandum of Auction is available upon request from the Olympia office, or it may be viewed on the DNR website at www.dnr.wa.gov.
5. The balance of the Purchase Price and all other associated closing costs shall be due to the Department of Natural Resources within seven days after preliminary approval for the change application is received. If DOE denies the change application, the bid deposit and any funds paid toward the purchase price by the Purchaser shall be refunded.
6. If the change application is approved and the Purchaser fails to complete the purchase as required, the State shall retain the bid deposit and any accrued interest, not to exceed five percent (5%) of the purchase price, as liquidated damages for the Purchaser's nonperformance.

7. The Purchaser shall pay all fees associated with the change application, regardless of whether the application is approved or denied.
8. This information about the water right offered for sale has been obtained from sources considered reliable, but the Department makes no warranties with respect to its accuracy. Department records concerning this water right are available for inspection by contacting Tom Buchholz, Water Rights Specialist, at (509) 925-8510.

Bidding procedures and the terms and conditions of this sale are described in this pamphlet. The terms of the sale are also posted in the Olympia and Ellensburg offices of the Department.

For further information contact: Julie Armbruster, Project Manager, at (360) 902-1600.
Reference Application No. 02-077905, Hatton Water Certificate.

GENERAL BIDDING PROCEDURES FOR PUBLIC AUCTION

- * Each person wishing to bid must deposit with the auctioneer, prior to the time set for the auction, a bid deposit in the amount specified in the Property Sale Notice. Bidders wishing to submit bids as agents for purchasers must also furnish, at this time, a power of attorney or other appropriate proof of authority to act on behalf of the purchaser.
- * The bid deposit must be in the form of cash or certified check, cashier's check, U.S. postal money order or bid bond guarantee acceptable and payable to the Department of Natural Resources.
- * The bid deposit constitutes an opening bid at the appraised value, which is the minimum acceptable bid. No state-owned property can be sold for less than its appraised value.
- * The Washington State Department of Natural Resources ("State") does not engage real estate agents in connection with public auction sales.
- * Bidding is limited to those who have made the required bid deposit, and for those acting as agents, who have also submitted appropriate proof of authority to so act.
- * All bidding shall be done orally.
- * The successful bidder's deposit will be retained on the day of the auction and will be applied to the purchase price upon sale confirmation.
- * If the volume of sales prevents a sale from being offered on the advertised date, the sale shall continue on the next following business day, between the hours of 10:00 a.m. and 4:00 p.m.
- * Property is not sold "subject to purchaser obtaining financing." Purchasers must obtain their own financing.
- * Sale will be awarded to the highest bidder, subject to confirmation by the State under RCW 79.11.175, and subject to approval of the water right transfer by the Department of Ecology.
- * Unsuccessful bidders will have their bid deposits returned at the conclusion of the auction sale.
- * The successful bidder will be required to execute a Memorandum of Auction at the time of award of the sale. This document constitutes a memorandum of sale.
- * The State reserves the right to cancel the proposed public auction of any parcel of State-owned property at any time prior to the commencement of the auction.
- * All sales are governed by the terms and conditions contained in this Sale Pamphlet and the Memorandum of Auction. Purchasers become legally obligated to complete their purchases

in accordance with these terms upon being awarded the sale by the auctioneer, subject only to confirmation pursuant to RCW 79.11.175.

GENERAL TERMS AND CONDITIONS OF SALE

Property, Conveyance and Title Insurance

In the event of a conflict between the terms set forth herein and the Memorandum of Auction, the Memorandum of Auction shall control.

- * The property to be sold is described in the Property Sale Notice. All of the State's interest in the property will be conveyed unless the Property Sale Notice lists rights that will be reserved.
- * Purchaser shall apply within 15 days of the auction to the applicable entity with jurisdiction to approve the transfer of the water right acquired. Purchaser shall be solely responsible for any and all costs, including consultant fees, filing fees, regulatory fees, or other administrative expenses required to effect the transfer of the water right acquired to Purchaser. If the transfer is not finalized, including the expiration of any appeal period, within one year of the Date of this Agreement, State shall have a right to terminate this Agreement without further obligation to complete the sale. State, at its sole discretion, may grant an extension of this time period. If the State elects to terminate this Agreement as provided herein, the deposit shall be refunded to Purchaser. Upon termination by State, Purchaser agrees to execute any and all documents necessary to rescind the transfer and clear title to the water right in the name of State.
- * The water right conveyed under this Agreement is sold "AS IS, WHERE IS". State does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. No employee or agent of State is authorized to make any warranty or representation to the contrary. Further, State does not guarantee or warrant the quality or quantity of any water transferred under this Agreement or the water supply. The State shall not be liable for any water-related problems due to lack, failure, shortage, abandonment, or relinquishment of either instantaneous quantity or annual quantity, interruption or stoppage of the water right.
- * The State conveys title by quitclaim deed executed by the Governor of the State of Washington. Official delivery of the deed to the Purchaser from the State will be by recording at the Purchaser's expense pursuant to RCW 65.08.095. Purchaser shall also pay the County processing fee for the Real Estate Sale Excise Tax Affidavit. The State shall arrange for the quitclaim deed to be executed by the Governor and recorded upon confirming that the State Treasurer has received the full purchase price and other payments required of the Purchaser.
- * The State does not furnish title insurance.
- * Closing shall occur at the department's Olympia office.
- * Purchaser must also execute any other documents necessary to consummate sale as provided herein.

Confirmation

The State's obligation to consummate sales is subject to confirmation of sales by the Department as described in RCW 79.11.175.

Purchase Price and Payment

- * The purchase price consists of the amount of the winning bid, which will be at or above the value stated in the Property Sale Notice.
- * Full payment of the purchase price shall be made in the form and within the time specified in the Property Sale Notice and the Memorandum of Auction.

Notices

- * Any notices given by State to the successful bidder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, addressed to the bidder at the last address furnished by him or her in writing.

Real Estate Commissions

- * The State does not engage real estate agents in connection with public auction sales. Any real estate agent or broker acting in connection with any sale shall be deemed to be the sole agent of the Purchaser, and the Purchaser shall pay any real estate commission payable in connection therewith.

Assignment

- * No purchaser of State property may assign its purchase rights without the prior written consent and acceptance by the State, which consent and acceptance the State can withhold in its sole and absolute discretion.

Possession

- * The Purchaser is entitled to possession and use of the water right upon execution of the deed by the Governor.

Miscellaneous

- * Venue for any disputes involving auction sales shall be in Thurston County.
- * The representations, warranties, and obligations of the Purchaser that are intended to be operative on and after conveyance in order to be fully effective shall be so operative and shall be deemed not to have merged in the deed.

This Sale Pamphlet is issued pursuant to RCW 79.11.130. Bidders may request a copy of the Memorandum of Auction, which contains the complete terms applicable to this sale.

For further information contact:

Julie Armbruster, Project Manager
Department of Natural Resources
Asset Management & Protection Division
1111 Washington Street SE
PO Box 47014
Olympia, WA 98504-7014
Phone: (360) 902-1600 Fax: (360) 902-1789
E-mail: julie.armbruster@wadnr.gov
Reference: Hatton Water Certificate Sale Application: No. 02-077905

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Hatton Water Certificate

202487

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

- ☐ Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- ☒ Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
July 5, 1974	G3-23389	G3-23389P	G3-23389C

NAME			
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES			
ADDRESS (STREET)	(CITY)	(STATE)	(ZIP CODE)
Public Lands Building	Olympia	Washington	98504

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATER TO BE APPROPRIATED		
SOURCE		
a well		
TRIBUTARY OF (IF SURFACE WATERS)		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE	MAXIMUM ACRE-FEET PER YEAR
	1500	1370
QUANTITY, TYPE OF USE, PERIOD OF USE		
1500 gallons per minute, 1370 acre feet per year, from February 1 to November 30, each year, for the irrigation of 548 acres.		

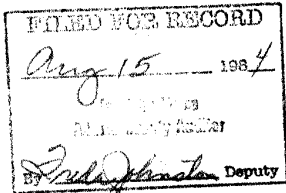
LOCATION OF DIVERSION/WITHDRAWAL	
APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL	
2000 feet north and 600 feet east from the SW corner of Sec. 16	

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE, (E. OR W.) W.M.	W.R.I.A.	COUNTY
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	16	15	32 E.	36	Adams

RECORDED PLATTED PROPERTY		
LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED
--

548 acres within Sec. 16, T. 15 N., R. 32 E.W.M., Adams County, Washington.



W0639

cc. SEARCH
9/26/84

PROVISIONS

The amount of water granted under this certificate is a maximum limit that shall not be exceeded, and the certificate holder shall be entitled only to that amount of water within the specified limit that is beneficially used and required for the actual crop grown on the number of acres and place of use specified in the certificate.

This authorization to make use of public waters of the state is subject to existing rights, including any existing rights held by the United States for the benefit of Indians under treaty or otherwise.

A suitable measuring device approved by the Department of Ecology shall be maintained in accordance with WAC 508-64-020 through WAC 508-64-040.

Certificate holder shall maintain an access port as described in Ground Water Bulletin No. 1.

The final certificate of water right issues for that quantity of water that can be produced from one well only.

All water wells constructed within the state shall meet the minimum standards for construction and maintenance as provided under RCW 18.104 (Washington Water Well Construction Act of 1971) and Chapter 173-160 WAC (Minimum Standards for Construction and Maintenance of Water Wells).

202487

ADAMS COUNTY, WASHINGTON
Filed by Dept. of Ecology
Date Aug 15 1984 10:15 a.m.
Rec. 109 Rec. Instr. Page 330-31
Jon Kim Yerxa, Adams Co. Auditor
By *[Signature]* Deputy

Received ☒
Compared ☒
Direct ☒
Verify ☒

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Spokane Washington, this 9th day
of August 1984.

DONALD W. MOOS, Director
Department of Ecology

ENGINEERING DATA

OK *[Signature]*

by *[Signature]*
JOHN L. ARNQUIST, Regional Manager

FOR COUNTY USE ONLY